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A REPORT ON THE USE OF COOPERATIVE PROCESSES IN
DISTRIBUTION AND UTILIZATION OF EMERGENCY FARM WORKERS

1943-1945

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CONTENTS

	Page
Summary.....	3
Introduction.....	5
Situation and need.....	5
History.....	5
Purposes.....	8
Assistance in organization.....	10
Membership relations.....	11
Management.....	12
Methods of operation.....	13
Capitalization.....	13
Responsibility of associations.....	15
Contracts.....	15
Records, pay rolls, collections.....	15
Use and distribution of workers.....	15
Transportation.....	16
Housing.....	16
General welfare of workers.....	18
Trends.....	18
Recommendations.....	19

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The following exhibits accompany this report:

- A.--Farm labor associations, Nebraska 1945.
- B.--Organization agreement, New York.
- C.--Certificate of incorporation, New York.
- D.--Bylaws, New York
- E.--Articles of incorporation, Nebraska
- F.--Bylaws, Nebraska.
- G.--Waiver of notice of first meeting of the board
of directors, Nebraska.
- H.--Minutes of the first meeting of the board of
directors, Nebraska.
- I.--Application for membership in the nonstock
cooperative labor association, Nebraska.
- J.--Certification of membership in nonstock cooperative
labor association, Nebraska.
- K.--Notice of incorporation, Nebraska.
- L.--Responsibilities and policies in supplying farm labor
for the production and harvesting of crops.

COOPERATIVES IN FARM LABOR

SUMMARY

Cooperative control and management methods in utilization of farm labor is a development of the wartime production program in agriculture. Farmers' cooperatives, many of which were organized for the purpose, have performed valuable services in the use of farm labor for their members and others. Employers operating as a unit could function effectively and economically in dealing with problems connected with the extensive use of agricultural labor. The local control and responsibility exercised by the associations have contributed to suitable regulation, flexible distribution, and productive use of available farm workers.

Most farm labor associations, organized specifically to deal with labor problems, were established early in 1944, following the successful experiences of a few such organizations in 1943. Many more were organized in 1945. Generally these associations are located in areas of specialized farming. Federations of comparable labor associations are being instituted where extensive and long-time farm labor problems exist.

In some areas unincorporated groups and committees perform certain farm labor services for their members. Contracts for such groups are made by one person to whom the others assign power of attorney.

Assistance in organization was usually given by the extension service of the State in which farm labor organizations were established. Some assistance in preparing the corporate structures and governing regulations was given also by attorneys versed in cooperative law and practice who worked with extension. Incorporated associations have organized under the cooperative laws of the respective States.

Need for capital investment was not readily apparent when farm labor associations first were organized, and generally they are not set up as capital-stock cooperatives. Provisions for financing current operations are usually made through fees and assessments based on the number of workers and the length of their employment.

The majority of farm labor associations and of unincorporated farm labor employer groups has contracted for their members with the appropriate agencies for use of foreign or other labor. Full productive use of the labor available has been made possible through flexible and coordinated distribution to employers operating under a master contract. Other association operations have included maintenance of records and pay rolls, collection and payments of wages, transportation, housing, or provisions for general welfare of workers and their families. Operation of central housing, including the feeding programs at these camps, has increasingly had the attention of the cooperatives.

Farm labor associations, with few exceptions, have not undertaken extensive general welfare activities for their labor groups, presumably because of the emergency nature of the Farm Labor Program.

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With decline in use of foreign-contract agricultural labor and with removal of prisoners of war, some farm labor associations may liquidate. Increasingly, though, associations recognize the possibilities of co-operative action, particularly in dealing with large numbers of seasonal laborers, and it is indicated that some associations will give earnest attention to transportation, housing, and general welfare of workers.

Recommendations:

1. Systematic study of possibilities of cooperative services in farm labor situations.
2. Encouraging existing farm cooperatives to assume additional responsibilities for farm labor, where the need exists.
3. Incorporation of loosely organized groups of employers who handle farm labor cooperatively.
4. Strengthening of capital structures of farm labor cooperatives.
5. Careful determination of members' investments, and recording of such investments made on books of farm labor cooperatives.
6. Federation of farm labor cooperatives where appropriate.
7. Continued assistance from Extension Service on farm labor problems for which farmers' cooperatives may take responsibility.

INTRODUCTION

The Congress of the United States, early in 1943, delegated to the Extension Service and to the Office of Labor, War Food Administration, responsibility for assistance "in providing an adequate supply of workers for the production and harvesting of agricultural commodities..." essential to the prosecution of the war. Under Public Law 229, as amended and supplemented, these responsibilities have been continued through 1946, though the Labor Branch, Production and Marketing Administration, has replaced the Office of Labor, WFA, in responsibility for recruitment, transportation, housing, and medical care of foreign contract labor. Extension Service's responsibility has been continued for various phases of the Farm Labor Program relating to domestic agricultural workers and the placement of both domestic and foreign workers.

Effective working relationships have been maintained with such agencies as the United States Employment Service, public health departments, and public school systems. Relationships with farmer employers have been excellent. The highly important contribution of farmers' cooperative associations to the successful operation of the Farm Labor Program is discussed in this report.

SITUATION AND NEED

Experience in the utilization in seasonal farm work of foreign contract labor, chiefly Mexican Nationals, Jamaicans, and Bahamians, early in the period of World War II, indicated need for a single responsible agency to represent employers of an area. The need was emphasized later in the extensive use of prisoners of war, domestic interstate contract labor, and migratory workers. Contracting for labor, maintenance of records and pay rolls, collections, transportation, housing, and general welfare of domestic and foreign workers all presented problems that were most effectively met by employers operating as a unit. Greater local control and responsibility in the handling of seasonal farm labor accelerated its suitable regulation, flexible distribution, and productive use. The Office of Labor (later the Labor Branch, Production and Marketing Administration) found it simpler to deal with one agency than with various individual employers and, therefore, urged employers to use associations to contract on behalf of employers for foreign labor. Most Service Commands of the U. S. Army followed a similar policy in contracting for use of prisoners of war. Such elements in the utilization of domestic and foreign labor in the urgent production and harvest work of the war and immediate postwar period stimulated expansion of cooperative contractual and management methods.

HISTORY

Promotion of farmer-employer associations in utilization of contract labor became active in 1944, following the successful experiences of a few such organizations in 1943. Many additional labor associations were organized in 1945. Generally, these associations are located in areas of specialized farming.

Three types of organization have been widely used. They are incorporated cooperatives, whose main purpose is handling farm labor for members and others; existing farm organizations, incorporated or nonincorporated, whose primary purposes are other than the handling of labor; and unincorporated groups and committees established chiefly to contract for labor, for which purpose these groups assign power of attorney to one person.

The following examples, though not fully comprehensive, will illustrate the States' varied and individual approaches to the situation.

In New York, where in 1943 one farm labor association had functioned successfully, the Extension Farm Labor Program in 1944 required that employers operate through associations in utilization of contract labor in farm work. The same requirement prevailed for joint employment by farmers and processors. That year 31 farm labor associations operated in the State. As of December 31, 1945, 43 such associations were operating. Of these, 30 associations had farmer producers only as members. Thirteen associations were so organized as to permit inclusion as members not only farmers but food processors, where employment of labor for both production and processing was necessary. Federation of several associations of New York has been completed.

Massachusetts' approach to the problem differed from that of New York in that it was made exclusively through existing farmer cooperative associations whose charters were sufficiently broad and which were so located that adequate farm labor service could be furnished.

In California, also, existing growers' cooperatives added the function of furnishing labor for growers and almost exclusively were responsible for operations with contract Mexican labor. Several associations are inter-county in scope and operated in as many as eight or nine counties. Two of the largest are commodity groups, serving respectively citrus and sugar beet producers.

Both existing growers' cooperatives and those organized for the specific purpose were utilized in many States to furnish farm labor to members and others.

Virginia used existing cooperative associations and general farm organizations where possible. One service organization, Henrico Dairy Herd Improvement Association, added to its other activities some phases of the handling of contract farm labor in its area. In two areas where no existing farm organization was available, the need was met by organizing independent farm labor associations.

Maryland also utilized existing incorporated associations, whose charters were sufficiently broad, to contract for prisoners of war, although in every use of foreign contract labor new associations were established. Twenty-three associations functioned in use of farm labor in 1945.

Cooperative organizations of Michigan farmers interested in specific crops have handled farm labor. Included are Michigan Field Crops, Inc., which has as members various committees of growers of beets, beans, tomatoes, and cucumbers; five associations of muck-crop growers; and eight associations of fruit growers. The group last mentioned now considers the formation of a State-wide growers' association to handle labor problems connected with the fruit industry.

Thirty farm labor associations, organized in Arkansas in 1944 and 1945, functioned in 1945 in the use of prisoners of war.

Seventeen cooperative associations in Texas, six of which were incorporated organizations of growers, dealt with farm labor in 1945.

Nebraska, in January 1944, had organized its first farm labor association in Scotts Bluff County. The same year, 22 other individual farm labor associations were organized in the State. In addition, 5 existing farmer cooperatives added the utilization of contract labor to their regular work of handling commercial commodities. Two additional independent labor associations were organized in 1945.

South Dakota, in 1945, had 25 incorporated farm labor associations. One of them, in Butte County, started in 1943. About 6 associations operated in 1944.

Colorado reported 36 farm organizations dealing with farm labor in 1945, of which 33 were incorporated farm labor associations and three were previously organized farmers' cooperative associations.

Wyoming's farm labor associations in 1945 included 11 incorporated farm labor associations, 4 previously organized growers' associations, 4 Farm Bureaus, and 4 unincorporated farm labor groups.

Montana, beginning in 1944, had 24 group labor associations called "sponsoring organizations," operating in 1945. Of these, 19 were unincorporated groups.

Idaho had a number of farm labor sponsoring groups in 1943. Successful operations brought about a large increase in membership and in the organization of new groups in 1944. In 1945, 24 incorporated labor associations, 1 growers' association, and 7 unincorporated groups functioned in handling of farm labor.

Utah, with 12 contracting employer groups in 1945, had 4 previously organized growers' associations that dealt with farm labor.

Dealing with farm labor in Washington in 1945 were 13 incorporated labor associations, 5 previously organized growers' associations, and 10 unincorporated groups.

In 1945, Oregon had 19 organizations utilizing farm labor, of which 7 were previously organized farmers' cooperatives. Oregon farm labor associations have now been federated.

Another group method in handling seasonal contract labor, of which the practice of Ohio growers is typical, has been to select one of their number to whom the others gave power of attorney to contract for labor and to distribute it. Such groups are usually loose organizations and not incorporated.

Generally, labor associations or committees are in reasonably compact areas, sometimes county-confined, and are made up of producers of like crop enterprises.

Exhibit A of this report is a map showing Nebraska's associations, with approximate membership and crops to which labor has been applied.

PURPOSES

The loose organizations of employers of foreign contract farm labor, such as those groups that assign power of attorney to one person, were established originally chiefly to meet the Office of Labor's request that one agency in an area represent individual employers in contracting for labor. Additional functions have been assumed as need was recognized. In Ohio the person holding the power of attorney could also contract with the Extension Service for housing and other services. Generally, these labor committees and loose organizations expected to continue only temporarily and had no other purpose than to provide a single contractual agency.

On the other hand, certain existing farm organizations took on the additional function of handling seasonal contract labor, and certain independent incorporated farm labor associations included in the purposes of their labor programs additional responsibilities for labor housing, centralized accounting and pay rolls, collections, transportation, and health and general welfare of workers. Some of these were designed to operate not only through the war emergency but with some degree of stability in future years as needs exist.

Incorporated farm labor associations usually have stated their purposes in broad and comprehensive terms, possibly reflecting their leaders' or attorneys' experiences with growth and expansion from their initial stages of other types of agricultural cooperatives. Usually, also, their stated purposes reflect the provisions of the cooperative laws of the respective States.

The following extract from the form suggested in New York State for certificates of incorporation of farm labor cooperative corporations is illustrative:

2. This corporation is formed under and pursuant to the provisions of Article 4 of the Cooperative Corporations Law, and its objects and purposes are such as are authorized under such law, to wit: To assist its members or any of them, by performing services connected with the production, manufacture, preservation, drying, canning, storing, handling, utilization, marketing or sale of agricultural, dairy or horticultural products produced by them, and for the agricultural, dairy or horticultural purposes of such members, or for performing services connected with the purchasing or hiring for or use

by them of supplies, including livestock, machinery and equipment, and the hiring of labor, or any one or more of the kind of services specified in this section, or for performing such service as agent for nonmembers. This corporation shall have and exercise all the rights, powers and privileges and immunities conferred upon corporations by or under section Fourteen (14) of the General Corporation Law of the State of New York and of all of the same conferred by Article Three (3) of the Cooperative Corporation Law, and also and likewise any and all such incidental or subsidiary rights, powers, franchises and privileges as may be held, exercised or enjoyed under or pursuant thereto wherein it may engage in the transaction of business or may assert any claim or right, or act in any lawful capacity whatsoever.

Article 2, section 1, of the suggested Articles of Incorporation of Nebraska's farm labor associations, likewise, illustrates the comprehensiveness of purpose of incorporated farm labor associations of that State. It follows:

Section I. This corporation is formed for the purpose of procuring the services of prisoners of war, Mexican Nationals, and any and all other available foreign, interstate, and intrastate workers for use on the farms, ranches, and other permissible places of employment in _____ County, Nebraska, in connection with the production, harvesting, and preparation for markets of agricultural commodities essential to the prosecution of the war, by means of contracts with the United States of America or any agency or agencies thereof, or with the Republic of Mexico or any agency or agencies thereof, or any corporation, association, person or persons; for the purpose of producing, handling, processing, preparing for market, warehousing, preserving, drying, canning, packing, manufacturing, utilizing, and marketing livestock or the agricultural products of its members on the cooperative plan, and for engaging in any activity pertaining to any of the things enumerated, including the purchasing, or otherwise securing for its members, of supplies, equipment, machinery, or commodities of any character. The corporation shall not deal in the products of nonmembers to an amount greater in value than such as are handled by it for members, and shall not purchase supplies, machinery, and equipment for nonmembers in an amount greater in value than the value of supplies, machinery and equipment purchased for members. This corporation shall have all power now vested or which may hereafter be vested in it by the law and statutes of the State of Nebraska applicable thereto, including the power to buy, lease or hold any real or personal property necessary or convenient for the conduct and operation of its business.

Incorporated farm labor associations of South Dakota limited their purposes, as shown by the following quotation from the suggested articles of incorporation:

The purposes for which this organization is formed is to engage in any activity relating to the securing of farm labor or laborers for the use of its members, and, without limiting its general purpose, such association shall have the power to contract

with the Government or any governmental agency in order to aid in making labor available to the members of this association, and, to the end that its purpose may be accomplished, this association shall have all the powers and rights necessary or convenient for carrying out the purposes of the association. This association shall be entirely nonprofit and is organized for the sole purpose of arranging and contracting for farm labor to be turned over to members without profit to the association.

ASSISTANCE IN ORGANIZATION

The extension services of the States generally assisted groups of interested farmers by preliminary discussions of the possibilities of co-operatives in meeting successfully the problems incident to handling labor. Assistance in preparing the corporate structures and governing regulations and in organization of the various associations has been given in most States under the supervision of Extension. The cooperative laws of the respective States have governed.

Two independent farm labor associations in Virginia had assistance with corporate papers from the attorney for Maryland and Virginia Milk Producers' Association, Inc.

In New York, active assistance was furnished by a professor of business management, Agricultural Economics, Cornell University, by a representative of New York State Department of Agriculture and Markets, by a representative of New York State Farm Manpower Service, and by an attorney interested in cooperative law, who was recommended for the purpose by Grange League Federation.

A member of the New York farm labor staff works exclusively with farm labor associations. Among his activities are:

1. Advising in the preparation of statements and reports for the use of association members, State and Federal departments.
2. Advising on the technical problems of financing associations, social security taxes, income taxes, and insurance.
3. Advising in the handling of records of operations of associations including housing and feeding programs, and the preparation and use of standard management guides.

The attorney for Maryland Farm Bureau and local attorneys advised Maryland farm labor associations as to corporate forms. These in turn were submitted to the State tax commission for any suggested modifications.

Legal forms used in the organization of Nebraska's farm labor associations were checked and approved by the State commissioner of agriculture's legal staff.

Exhibits B to K, inclusive, consist of copies of procedures and forms, including organization agreement, certificates of incorporation, and by-laws used in New York and Nebraska.

It will be noted that the organization agreement form for New York includes not only the terms of the mutual agreements preliminary to incorporation but also the operator's agreement for employment of labor. The certificate of incorporation limits the amount of corporate indebtedness for which members or directors may personally be liable and defines the property rights of members.

MEMBERSHIP RELATIONS

Eligibility for membership generally is on a broad basis. Illustrative is the following quotation of Article 2, sections 1 and 2 of New York's suggested bylaws:

Section 1. Any person engaged in agriculture, dairying or horticulture within the area served thereby shall be eligible for membership in and to this corporation.

Section 2. Any eligible person shall become a member upon acceptance by the board of directors of his signed application for membership to, and the labor contract with, this corporation together with the payment of such sums as may be required thereby.

It will be noted that membership required a signed labor contract with the cooperative, together with the payment of specified sums.

Bylaws of Nebraska's associations require favorable action by the board of directors on membership applications, together with the payment of a stated membership fee. Membership is nontransferable. Provision is made for withdrawals or for termination of membership upon death or permanent removal of a member from an area.

Large-scale operators, along with small operators whose labor requirements may be relatively limited, frequently are members of the same farm labor association.

Included may be various processors and canners with field operations. Members or other farmers whose needs are for few workers or for short periods may be as well served through labor associations as are those whose requirements are greater.

The number of members in an association vary widely from a very few, usually large operators, to several hundred. One State's smallest association has 25 members; its largest has 1,500. Another State has one association with less than 10.

Services of farm labor associations are seldom restricted to members, though members generally exercise priority over nonmembers in use of workers contracted. The Delta Association, Arkansas, incorporated early in 1944, served approximately 300 farmers with total operations of approximately 100,000 acres; though there were but 13 members.

Membership relations are maintained through direct contact with manager or field men in distribution of workers or with county agents. But limited use has been reported of other methods of obtaining membership interest and support.

MANAGEMENT

There are wide variations in the management of farm labor associations. Incorporated cooperative labor organizations, as those in New York and Nebraska, to which reference has been made, are usually governed by boards of 5 to 9 directors. In both of these States terms for which directors may be elected are staggered. Provision is not made for revolving directorates.

New York farm labor associations have hired managers whose duties may include allocation of labor, preparation of records, collection and distribution of wages, camp operations, and compliance with contracts. Association managers in some instances are themselves the bookkeepers and the accountants of the association. Their recompense is said to vary from \$225 to \$325 a month, but one association employing war prisoners paid its manager \$100 a week.

In Nebraska, each association selected an executive secretary or manager. In most associations he is paid by the association. Where the volume of business is not sufficient to warrant full employment, he may be hired by extension as part-time labor assistant. In nearly every situation, the county agent or farm labor assistant worked closely with the association's program. In larger associations, clerical help was paid by the association. In others, it was paid by the association and extension in relation to the utilization of the services of the employee. Responsibilities and Policies in Supplying Farm Labor (Exhibit L) sets out the respective responsibilities of extension and labor associations in the functioning of labor programs in Nebraska.

In the Aroostook Farm Bureau Labor Association, which served potato growers of Aroostook County, Maine, in handling prisoners of war labor for potato harvest, the personnel was hired or borrowed from the Extension Farm Labor Program. In 1945, the personnel to carry on the association's business was made up of 2 managers, 3 assistants in charge of loading and transportation, and 4 clerks.

Management of labor associations in Virginia may rest with an executive committee which meets for the purpose as required. A part-time bookkeeper was usually employed.

In Montana, sponsoring organizations made up of operators using out-of-State labor were responsible for making out pay rolls, subject to review and audit by the Office of Labor. Many groups hired a special clerk for this purpose, while others paid part of the salary of the clerk in the labor office in proportion to the relative utilization of the employees' services.

Farm cooperatives previously engaged in marketing, purchasing farm supplies, and in other farm business services; and those general farm organizations such as county farm bureaus, which added handling of farm labor to other functions, usually made use of their existing management, though special executive committees for the purposes might be used.

Where loose committees have delegated power of attorney to one individual, extension apparently has assumed relatively greater managerial responsibility.

METHOD OF OPERATION

Patterns of operation of farm labor associations have varied with the purposes of the organization, with the amount of direct services rendered by Extension Farm Labor or other agencies, and with changed situations and consequent changed objectives of the associations. Operations of some organizations have been limited to contracting for their members to use foreign labor. In such cases other services required in connection with the use of contract labor have been furnished by other agencies. Some organizations, however, either early in their operations or later as changed situations have warranted, have included maintenance of records and pay rolls; collections of wages from employer members; payments to workers, foreign governments, or agencies of the United States Government as contracted; transportation, housing, and provisions for general welfare of workers, foreign or domestic.

Capitalization

Farm labor associations generally are not organized as capital stock co-operatives. It appears that the earlier concept of the associations' purposes, activities, and programs centered chiefly on their bargaining and maintenance of contractual relationships in the use of foreign labor, and that the possible ownership and use of property and the necessity of capital investment in the associations for such purposes were not greatly anticipated. It appears further that until recently most members considered that any assessment or contribution made to the association, even for the acquisition of property, was for current operations and not for capital investment - a concept doubtless growing out of the emergency nature of the program.

Article IX, section 2, of the suggested bylaws of New York's membership farm labor associations is here quoted:

Any capital funds and reserves of the corporation shall be provided by the members in proportion to the estimated patronage shown by their labor contracts or otherwise, equally and ratably, as may be determined by the board of directors. When any part of such funds are no longer needed by the corporation, they shall be returned to those who made contribution thereto in proportion to such contribution, provided that the amount so to be due any person may be applied against any and all debts due from him to the corporation.

Recordings of such investments by members are made on the association's books only and no other evidence of members' investment is provided.

Nebraska's associations apparently recognized the possible need of invested capital as shown in its suggested bylaws, Article II, section 5, quoted as follows:

The board of directors is authorized to issue noninterest bearing certificates of indebtedness having no due date. Such certificates of indebtedness shall be retired at the discretion of the board of directors.

Nebraska's associations further provide for the retention of capital reserves from any annual net operation savings of the associations. From the bylaws, Article V, section 4, entitled "Distribution of Income," is quoted the applicable statement:

The annual net operating savings allocated to members and non-members upon the basis of patronage, or such portion thereof as the board of directors in its discretion shall determine, may be retained as a capital reserve, provided it shall not exceed a reasonable amount, for any necessary purpose of the corporation.

Maine's Arrostook Farm Bureau Labor Association has determined the property rights and interests of members as shown in the following quotation of Article II, section 4, of its bylaws:

Property Rights. - The property rights and interests of each member in the association shall be determined and fixed in the proportion that the patronage of each member shall bear to the total patronage of all the members of the association, as determined by the board of directors. Any members admitted to membership shall be entitled to share in the property of the association in accordance with the foregoing general rule.

Funds for operating capital have been obtained chiefly from membership fees and from assessments of members based on the number of workers employed and the length of time of their employment, or on pay rolls. Membership fees vary widely, as do the operations to which they are applied.

Arkansas' Grady Farmers Association required membership fees at rate of \$16 per expected worker. The Delta Association, also of Arkansas, required membership fee at rate of \$15 per worker contracted.

Idaho's associations have flat membership fees of \$2.50 to \$10.00 and acreage fees of 5 cents to \$1.

Nebraska's associations' membership fees average about \$10. Some Nebraska associations require annual membership fees.

Maine's Arrostook Farm Bureau Labor Association charged an association membership fee of \$10 and collected besides a \$20 deposit on each worker under contract. Employers were billed weekly and this deposit was used to guarantee settlement to the Army against the grower's bill for picking and transportation.

A per-man-day charge to the employer for each worker furnished is common practice. Maryland's associations collected service charges of from 15 to 50 cents a day for each man day of labor furnished the member.

New Hampshire Agricultural Service, Inc., a subsidiary of New Hampshire State Farm Bureau, made a charge of 20 cents a day per man for Jamaican labor contracted.

Nebraska's associations' service charges varied from 10 to 50 cents per man day, or in some cases were on a percentage basis ranging from 5 to 15 percent of pay rolls.

Virginia's associations' service charges varied from 3 cents an hour per worker to $1\frac{1}{2}$ percent pay roll charge.

Advances to the associations for payment of labor are generally required. The \$20 per worker advance required of members of Aroostook Farm Bureau Labor Association has been mentioned. Nebraska associations required at least 2 weeks' advance payment for any contract labor. For prisoners of war the Army required advances of 50 percent of wages to cover a 30-day period. The associations obtained this from members.

Responsibility of Associations

Contracts

Whether organized as corporations or as loose committees, farm labor organizations, on behalf of members, have made blanket contracts with the appropriate agencies for use of foreign labor. Most such organizations had this as their primary purpose.

Contracts with individual members for use of labor were designed to protect the associations in their master contracts for labor and when reasonably large deposits were required with the individual contract, members were less inclined to overorder and tended to make more effective use of available labor.

The importance of carefully drawn, thoroughly understood, and financially supported contracts between associations and individual employers ordering labor through the association is emphasized by various situations that have developed. In one State certain dissatisfied farmers would not pay the contracting agency for prisoner-of-war labor used, but the Army required payment from the agency. In another State, where all associations did not require a formal contract with members, instances occurred in which a farmer refused to pay for labor furnished until after application of legal pressure.

It is pointed out that full productive use may be made of the labor available through the flexible and coordinated distribution to employers made possible under a master contract. When workers can be moved from job to job with a minimum of delay, as association contracts should permit, loss of use of labor is avoided and both employers and workers are better satisfied.

Records, pay rolls, collections

Many labor associations performed valuable services in assembling the work records of employees for members in centralized preparation of pay rolls, and frequently in collection and distribution of wages of workers. However, in some States some of these services were performed instead by county Extension Farm Labor assistants of the counties in which the labor organization is located.

Use and distribution of workers

The extent to which associations direct the use and distribution of workers varies greatly. In this field of operations particularly, Extension Farm Labor assistants have participated actively and directly, though maintaining close relationship with the associations.

In Maine's Aroostook Farm Bureau Labor Association, where in potato harvest season a considerable field force is necessary to expedite use of labor in picking, the association has designated or approved the respective placement agents.

The Idaho Extension Service placed workers, although placement officers in smaller camps were hired jointly by Extension and associations.

The four farm labor associations of Bingham County, Idaho, met local shortages of workers during the harvest peak by frequent exchanges of workers among associations.

Full responsibility for placements of contract labor is taken by both New York and California farm labor associations.

Transportation

Operation of daily transportation of centrally housed workers between camps and farms may be effectively and economically accomplished by associations. Maine's Aroostook Farm Bureau Labor Association in 1944 contracted for approximately 50 trucks to transport prisoners of war between their quarters and the potato fields. Dispatchers kept closely abreast of weather and field conditions so that the labor would be properly utilized.

Idaho's employer groups bore the bulk of the costs of transporting intrastate workers.

Where farm labor association activities are expected to continue and where workers are centrally housed, transportation may become one of the association's chief phases of operation.

Housing

Assistance of many thousands of employed farm workers in producing and harvesting record-breaking food and feed crops in the war years, with less than normal loss, has had associated with it the problem of adequate housing of these workers. Particularly, it has been necessary to provide extensive public housing for much of the seasonal farm labor made available in the emergency.

As the need arose, various agencies have provided and managed farm labor camps. Extension Farm Labor provided much centralized farm labor housing and equipment for camps and lent or leased equipment for private farm labor housing until growers could make adjustments to take over. Housing of foreign contract workers in the early stages of the war was under exclusive supervision of the Office of Labor. Prisoners of war were housed and fed by the Army only, except as side camps were equipped or utilities were furnished by other agencies.

Illustrative of possible association approach to farm labor housing problems is that of New York's farm labor associations, which have given considerable attention to the housing needs of workers. Though on-the-farm housing has been promoted and its development as to extent and quality is one of the major phases of the State's farm labor postwar program, it has been necessary to provide extensive public housing for much of the seasonal farm labor made available in the war and postwar emergency.

Extension Service in New York in 1945 operated camps for agricultural workers only when growers were unable to do so or it was desirable for Extension to operate for the protection of the workers' interests. No farm labor camps were operated by Extension unless sponsored by a farm labor association. Sponsorship included contribution of funds, guaranty of full use of workers, and collection from workers for board and housing charges to the camp management. New York farm labor associations and cooperatives sponsored 40 such camps in 1945.

All labor groups in New York dealing with foreign labor were encouraged to operate their camps, including the feeding programs.

Housing for migrant workers was provided by growers, who were responsible for maintenance and sanitary conditions. The first farm labor association-sponsored migrant camp in New York was opened late in 1945 at Pike, Wyoming County. It was built to house approximately 100 persons in family units. The association owns the site and had paid approximately 50 percent of the cost of relocation and improving facilities.

In Columbia County, N. Y., the Columbia County Growers' Association has recently built two farm labor camps, one of which, costing approximately \$10,000, is to house migrants.

Mid-Ulster Vegetable Growers Cooperative, Inc., bought the Hayden Camp (N.Y.) to operate in 1946. This camp started in 1943 with Extension leasing the camp and operating it; in 1944 the cooperative was formed to contract and to handle pay rolls. In 1945, the cooperative leased and operated the camps. In 1946, it owns the camp and will carry full responsibility.

Wayne County Growers and Processors, Inc., with approximately 300 members, has purchased a camp site at Richmond Hill, N. Y., and will erect a camp for migrant labor at a cost of approximately \$15,000, all to be paid by growers. Another camp, used in 1945 for prisoners of war, has been purchased by this organization to house Jamaicans in 1946 and later probably migrant workers.

Six New York associations in 1945 housed and fed workers in eight camps previously managed by the Government. Seven associations operated their labor camps under supervision of the Extension Service. Seven labor associations owned central housing property, though not necessarily full equity in the camps and facilities.

In New York, apparently housing for farm labor after the emergency, whether personally owned private housing or association owned camps, will be of higher quality than heretofore. It is expected health and sanitary standards will be observed by employers who will be concerned also that housing will be sufficiently desirable to attract and hold satisfactory workers. The extent to which associations of growers may expand the acquisition and management of central housing is uncertain, but it seems that growers' private housing and growers' association-operated central housing may constitute the chief farm labor housing program in New York.

The concern of growers' associations with labor housing is also reflected in Maryland, where several farm labor associations own their own labor camp housing. Here the first two farm labor associations organized were established for the specific purpose of acquiring farm labor camps.

In Idaho, 10 associations constructed labor camps in 1945. Nineteen camps housing foreign workers were operated by associations. Eight local producer associations of Canyon County are looking forward to semipermanent housing for migrant workers in the postwar period. Heavy investments in group labor housing are expected in this highly commercial crop production area.

In Oregon, Wasco Fruit and Produce League has assessed its members \$1.50 a ton for all fruit harvested in 1945 to pay for a new permanent migrant workers' camp costing approximately \$10,500 and located near The Dalles. Oregon co-operatives have taken responsibility for 8 such central housing projects for migratory workers.

General welfare of farm workers

Unfortunately, the pressures of the wartime economy and the heavy demands upon farm operators for food production have detracted from a favorable atmosphere for development of comprehensive programs affecting the general welfare of farm labor. Nevertheless, most agencies dealing with groups of seasonal farm labor, including some farm labor associations, having attempted to maintain satisfactory health and sanitation standards in housing and to make available provisions for needed educational, social, recreational, and religious needs of farm laborers and their families.

In the amount of planning, effort, and money put into a farm labor program, New York is advanced. Illustrative of what has been done by a farm labor association for the general welfare of Negro migrant workers is the following: The King Ferry Camp for Negro migrant workers, Cayuga County, is operated by the Cayuga Cooperative Producers. On September 1, 1945, 408 persons were enrolled at the camp - 360 southern Negro laborers, 42 Bahamians, and 6 officials. A capable, trained young southern Negro minister served as camp manager. Serving in the child-care division were young Negro women educators. Provision had been made for a recreational hall and a day-nursery building. The child-care division of the camp, sponsored by the Home Mission Council of Churches, was said to be well equipped and efficiently managed by competent workers. Twenty-seven children received the care of this division.

At the Brant Camp, Erie County, N. Y., the farm labor association has added to the facilities a recreation room with a piano and juke box.

The first task of the New York State Federation of Growers and Processors' Association, Inc., has been to arrange for a child-care program for migrant farm labor camps through agreement with the Youth Commission of the State of New York.

Partly because of the emergency nature of the Farm Labor Program, labor associations have given but limited attention to general welfare activities for farm labor groups. There is urgent need for more work of this type.

TRENDS

Increase in number of incorporated labor associations in New York from 31 in 1944 to 43 as of December 31, 1945, has been stated. Virginia added two incorporated associations and Nebraska added one in 1945. Membership in Nebraska's associations in 1945 was approximately double that of 1944.

It is improbable that additional labor associations will be established in 1946, as use of foreign contract labor doubtless will decline and use of prisoners of war is terminated. However, some employers tend to use cooperative methods in employment of interstate or migrant farm workers and exceptions may occur. Generally, it is expected that with decline in use of contract labor some associations will liquidate.

The field of farm labor is new to farmers' cooperative associations. As operations of various farm labor associations have progressed, the need for their continuing and possibly expanding services has been recognized. Association and other farm labor leaders have considered the possible place and usefulness of farm labor associations in the postwar period, particularly as they may take the responsibility and direction for centralized housing were required; for recruiting and equitable distribution of needed seasonal labor; for transportation; for insurance; for health, recreation, and hours of labor; for school facilities for youth; for child welfare centers for migrants; and for general welfare of workers. New York leaders have estimated that a considerable percentage of existing farm labor associations in that State will continue in constructive programs involving farm labor. The majority of Maryland's associations are expected so to function. Indications in both States are that attention will be given to the housing required to satisfy the needs of migrant workers on whom employers of seasonal farm labor now expect they may largely depend.

Withdrawal of public agencies from some aspects of the wartime Farm Labor Program may accelerate cooperative operations of farm labor associations in situations in which recruitment, housing, transportation, and general welfare of agricultural workers present problems.

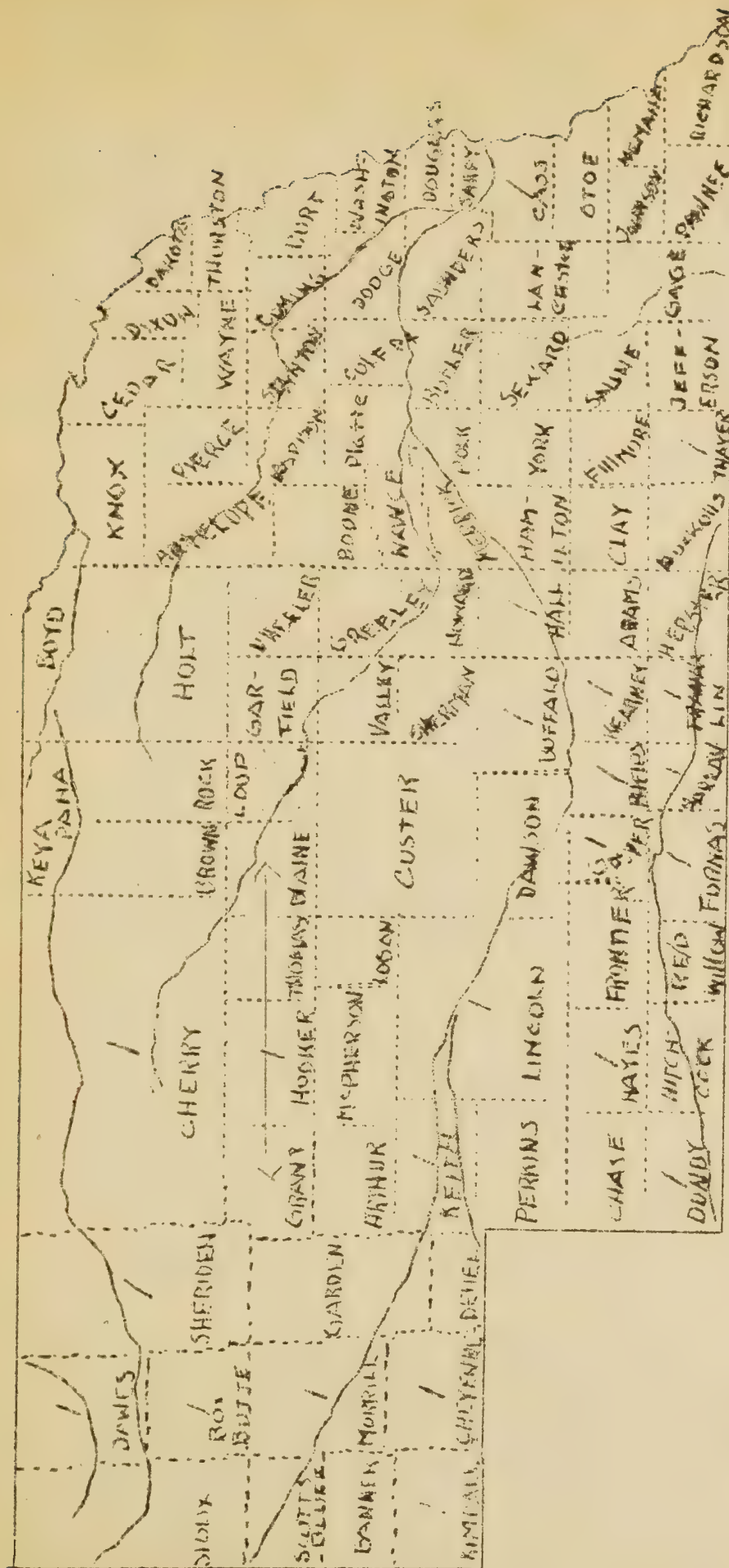
RECOMMENDATIONS

1. Systematic study should be directed to -
 - (a) Nature and extent of appropriate farm labor functions for cooperatives.
 - (b) Possible need for continuation of farm labor operations now performed by cooperatives.
 - (c) Trends in farm labor situations that may indicate need for expansion of cooperatives' farm labor operations.
2. Marketing, supply, and service cooperatives now in operation may be encouraged to add farm labor functions where the need exists. The accumulated managerial experience of many cooperatives is highly valuable, and with the usual good membership support and the financial strength of going organizations, farm labor services for members may be more adequately provided.
3. Loosely organized and unincorporated groups of employers of farm labor should consider carefully the values of incorporation. Large operations involving many workers, when conducted by loosely organized groups, may be disadvantageous and possibly hazardous.

4. Capital structures of farm labor cooperatives should be strengthened sufficiently to meet adequately the necessary investments of the organizations in housing and other facilities.
5. Investments of members in the capital of farm labor cooperatives should be carefully established and recorded on the books of the associations.
6. Usefulness of federations of farm labor cooperatives should be weighed, particularly in relation to possible greater economy and efficiency in recruitment of out-of-area workers than can be demonstrated by member associations acting independently.
7. Farm labor problems for which employers, through their associations, may assume cooperative responsibility should continue to have such study and assistance from the Extension Service as generally is afforded in the problems encountered by farm marketing, supply, and other service cooperatives.

FARM LABOR ASSOCIATIONS

NEBRASKA, 1945



County	No. members	Principal crops	County	No. members	Principal crops	County	No. members	Principal crops
Scottsbluff	1500	Beets-Potatoes	Keith	150	Beets-Corn-Gen.	Harlan	200	Corn-Gen.
Kimball	300	" "	Lincoln	100	Beets-Potatoes	Franklin	200	" "
Cheyenne	150	" "	Dundy	50	Corn-Gen.	Kearney	100	Corn-Beets-Gen.
Morrill	400	" "	Haves	300	Beets-Corn	Buffalo	300	Beets-Potatoes
Box Butte	100	" "	Red Willow	300	Corn-Beets-Potatoes	Hall	200	Corn-Beets-Potatoes
Dawes	25	" "	Furnas	100	Corn	Thayer	200	General
Sheridan	50	Hay	Gosper	100	Corn	Cass	300	" "
Hyannis, Neb.	25	Hay	Dawson	100	Beets-Potatoes-Hay			
Cherry	25	Hay	Phelps	100	Corn-Beets-Potatoes-Gen.			

(Cooperative)

FARM LABOR ASSOCIATION

- Organization Agreement -

The undersigned, a _____ in _____ County, hereinafter referred to as "operator" together with other signers of agreements, identical herewith, for the purpose of facilitating the hiring of labor and obtaining services relating thereto propose to organize an association under the Cooperative Corporation's Law of the State of New York, as hereinafter provided, and in consideration of the premises, hereby agrees for himself and for the express benefit of and for the association to be organized, as follows:

1. (a) The association shall be organized with suitable articles of incorporation and by-laws as determined by the organization committee consisting of the following persons:

(State name and address of Committee members)

(b) This committee may, in the discretion of a majority thereof, increase its membership, fill any vacancy therein, and appoint any committees deemed necessary to conduct the details of its affairs. The committee, or any committee designated by it, may prescribe an organization fee to be paid by each person signing an organization agreement identical herewith and may incur necessary obligations, make necessary expenditures, and take any such action as may, in its discretion, be deemed advisable to further the organization of the association.

2. If, on or before _____ 194_, the organization committee is of the opinion that sufficient sign-up has been obtained to enable the association to operate efficiently, the committee shall, by written notice to each person who has signed an agreement like this one, specify a date and place for a meeting of those who sign such agreements to enable those attending such a meeting to determine, by majority vote, whether to form the association, and to consider such other business as may be deemed expedient.

3. The organization committee shall keep full, true, and detailed accounts of all receipts and all expenditures of every kind and shall have such accounts audited and render a written report thereof to the Board of Directors of the association when organized, and shall thereupon turn over to the association any balance remaining in its hands free of obligation. If the association is not so organized, such unexpended balance shall be prorated among those who contributed thereto.

4. The operator shall pay to the organization committee an organization fee of _____, said payment to be made immediately upon the execution of this agreement.

5. Operator hereby agrees that his signature on the labor agreement shall be deemed to all intents and purposes the same as his signature to this organization agreement, all of which shall be irrevocable except as provided in section 2 of this organization agreement and the by-laws of the association and he so agrees in order to induce other operators to sign agreements like this one for his benefit, as well as their own general benefit.

6. Acceptance hereof shall be deemed conclusive upon the mailing, by the association, of a notice to that effect to operator at his address noted below, and such mailing shall be conclusively established by the affidavit of the secretary of the association.

7. Subject to the terms thereof, operator agrees to be bound by the terms of the following labor agreement, which, on the acceptance hereof by the association, may be used separately from this organization agreement.

LABOR AGREEMENT (WFA)

The Association, hereafter called the "association" and the undersigned operator, hereinafter called the "operator", hereby agree, as follows:

1. Operator has determined that he will require the following man-days of labor hereunder during 194 :-

May	June	July	Aug.	Sent.	Oct.	Nov.	Dec.	Total

and he shall hire such labor from the association and pay therefor as hereinafter set forth. Association shall exert its best efforts to make such labor available to operator at the agreed rate of pay and at the times and in the quantities above scheduled.

2. Should the available supply of workers be less, at any time, than the total demand therefor, the association shall apportion such supply and allocate workers, to the best of its ability, to operator in the proportion that his scheduled requirement bears to the total requirement.

3. The risk of such conditions as weather, crops, etc., are assumed by the operator, it being his duty and obligation to utilize the labor to be supplied to him hereunder. In the event of a surplus of workers, association may contract to supply the same or any part thereof, temporarily, to others who may not theretofore have entered into labor agreements with the association.

4. As finally allotted, the workers will be employed by the operator in accordance with the rules and regulations of the appropriate Governmental agencies, including but not limited to the War Food Administration, a copy of which rules and regulations shall be posted by the association for the information of the operator and be deemed incorporated therein by reference. The rate of pay shall be _____¢ per hour, or _____¢ per unit, piecework. The association is authorized, empowered and directed to fill in the foregoing hourly or piecework rate, if left blank at the time of the execution of this agreement, as the same may be found, under the War Food Administration program, to be the prevailing hourly wage of piecework rate of pay for similar work under similar conditions in the locality concerned. All wages together with such subsistence and other sums provided for under the applicable agreement between the association and the War Food Administration, shall be due and payable by the operator to the association promptly at the close of each week.

5. Operator shall deposit with the association the sum of \$ _____ for each man-day in the labor schedule set forth in paragraph 1 above. Such deposit shall be paid at the time and in the manner to be determined by the association and shall constitute part payment to be credited to operator's account, applicable to such week or weeks as association may determine.

6. Operator shall fulfill and abide by the by-laws, rules and regulations of the association, all of which are and are to be considered a part of this agreement as though fully incorporated herein. Association being organized to function without profit, such by-laws shall provide, inter alia, for the creation of a working fund and for the fixing of fees, dues and charges to be payable into its treasury.

7. This agreement is subject to all of the terms and conditions which may apply to or be contained in the agreement between the association and the War Food Administration, the association being authorized and empowered to accept such thereof as to it may seem proper and operator assuming and being bound by the same and ratifying and approving any and all provisions presently applicable and any and all alterations and amendments hereafter to be made. A copy of such association-War Food Administration agreement, and all amendments thereto, shall be posted by the association for the inspection of operator, the same being made a part hereof and incorporated herein by reference.

8. The status of the workers, the nature of the labor which they may be required to perform and the treatment to be accorded them are defined and governed by international agreement and such rules and regulations as have been or may be promulgated, from time to time, by the U. S. Government, its departments and agencies, a digest of which shall be posted by the association for the information of operator, and the conduct of the parties hereunder shall be in compliance therewith.

9. In the event of any default on the part of the operator, the association may, in addition to the exercise of such other rights and remedies as it may possess, withhold any and all workers from operator and take such other and further action with respect to such default as to its board of directors may seem proper.

10. Operator shall furnish, at his expense, transportation for workers hereunder, between the camp or labor centers where they may be quartered, and the place or places where such workers are to perform services.

11. The terms "worker", "operator" and "association" employed in this agreement are defined, as follows:

"worker" . . . an agricultural worker, from a foreign country, available through the War Food Administration, to alleviate the current shortage of agricultural labor and to aid in the successful prosecution of the war;

"operator" . . . a producer, processor, or manufacturer of farm products or food supplies.

"association". an organization of operators formed for their mutual benefit and advantage as an adjunct to their private enterprise, and functioning without profit.

12. This labor agreement shall apply to and be effective for the 194__ crop year, only.

READ, CONSIDERED AND SIGNED at _____, N. Y. this _____
day of _____, 194_.

Operator's signature _____
Address _____
Township _____
County _____

ACCEPTED this _____ day of _____, 194_.

Association,
by _____
(title)

NOTE: Should any operator with proper facilities furnish board and housing to any worker under the foregoing agreement, a credit will be allowed to him. It is urged that the association be promptly notified if housing and board can be furnished so that arrangements may be completed.

(Suggested form for Cooperative Corporations)

CERTIFICATE OF INCORPORATION

of the _____, INC., pursuant to Article 4 of the Cooperative Corporations Law.

We, the undersigned, all being persons of full age and at least two-thirds being citizens of the United States, and at least one of whom is a resident of the State of New York, desiring to form a cooperative non-stock agricultural, dairy or horticultural corporation, pursuant to the Cooperative Corporations Law, do hereby certify as follows:

1. The name of the proposed corporation is _____

_____, INC.

2. This corporation is formed under and pursuant to the provisions of Article 4 of the Cooperative Corporations Law, and its objects and purposes are such as are authorized under such law, to wit: To assist its members or any of them, by performing services connected with the production, manufacture, preservation, drying, canning, storing, handling, utilization, marketing or sale of agricultural, dairy or horticultural products produced by them, and for the agricultural, dairy or horticultural purposes of such members, or for performing services connected with the purchasing or hiring for or use by them of supplies, including live stock, machinery and equipment, and the hiring of labor, or any one or more of the kind of services specified in this section, or for performing such service as agent for non-members. This corporation shall have and exercise all the rights, powers and privileges and immunities conferred upon corporations by or under section Fourteen (14) of the General Corporation Law of the State of New York and of all of the same conferred by Article Three (3) of the Cooperative Corporations Law, and also and likewise any and all such incidental or subsidiary rights, powers, franchises and privileges as may be held, exercised or enjoyed under or pursuant thereto wherein it may engage in the transaction of business or may assert any claim or right, or act in any lawful capacity whatsoever.

3. The principal office of the corporation shall be located in the _____ (City)
of _____, County of _____, State of New York. _____ (Village)
_____ (Town)

4. Its duration is to be perpetual.

5. The number of its directors shall be not less than 5 nor more than 9.

6. The names and post-office addresses of the persons constituting the board of directors until the first annual meeting of the corporation, at least one of whom is a citizen of the United States and a resident of the State of New York, are:

NAME

P. O. ADDRESS

7. The amount of corporate indebtedness for which the members or directors of the corporation shall personally be liable shall not exceed \$10.00.

8. The property rights and interests of the members shall be unequal and shall be determined upon the basis of and in proportion to the advances or contributions of the several members, but no member shall receive any sum in excess of the amount of his advance or contribution.

9. The name and post-office address of each subscriber of this certificate of incorporation is:

NAME

P. O. ADDRESS

IN WITNESS WHEREOF, we have made, signed, acknowledged and filed this certificate.

NAME

STATE OF NEW YORK

:

: ss:

County of _____:

On this _____ day of _____, 194__, before me personally came _____

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged to me that they executed the same.

Notary Public _____ County N.Y.

BY-LAWS
OF

Section 1. The purposes of this corporation are to assist its members by performing services connected with the production, manufacture, preservation, drying, canning, storing, handling or utilization of agricultural or horticultural products produced by them, (1) by contracting with any individuals, corporations, or public agencies for workers and to hire workers and to make any other arrangements incidental to the provision of workers to be employed on farms, (2) leasing, buying, erecting or improving, equipping and operating housing, feeding and recreational facilities for such workers, and (3) performing such other functions incidental to these purposes as are consistent with the law, including the performance of such services as agent for non-members.

Section 2. The area served by this corporation shall consist of the counties of

Article II - Membership

Section 1. Any person engaged in agriculture, dairying or horticulture within the area served thereby shall be eligible for membership in and to this corporation.

Section 2. Any eligible person shall become a member upon acceptance by the board of directors of his signed application for membership to, and the labor contract with, this corporation together with the payment of such sums as may be required thereby.

Section 3. After admission to membership a certificate of membership shall be issued by the corporation to each member. Such certificate of membership shall not be transferable.

Section 4. Any member may resign his membership effective only on March 1st in any year, upon giving notice in writing to the secretary during the February next preceding.

Section 5. Any member shall forfeit his membership should he cease to be engaged in agriculture, dairying or horticulture within the area served by this corporation.

Section 6. In addition to the provisions as to eligibility of members contained in the certificate of incorporation or included or to be included in these by-laws, the board of directors may prefer charges against any member if the board shall determine that such member (1) has violated any of the provisions of these by-laws, or (2) has violated any of the provisions of his contract with the corporation or any of the rules adopted by the corporation in pursuance of such contract, or (3) has failed to pay any obligation to the corporation promptly when it falls due or (4) has been guilty of

Section 3. The Board of Directors shall require the treasurer and all other officers, agents, and employees handling funds or securities amounting to one thousand dollars or more in any one year to be covered with adequate bonds for the faithful performance of their duties, the premiums on all such bonds to be paid by the corporation.

Section 4. The Board of Directors shall meet at least once during the fiscal year. Meetings shall be held on the call of the president or upon written request of a majority of the Board of Directors. Such meetings may be held at any place designated in the notice of meeting.

Section 5. No director, officer or member of this corporation shall receive, directly or indirectly, any salary or compensation for services rendered this corporation either as such director or officer or in any other capacity unless authorized by the concurring vote of two-thirds of all the directors. In this manner the Board of Directors shall have the power to fix salaries of the corporation's employees or agents, and compensation for services rendered, in its behalf, which may include reimbursement for moneys actually spent while traveling as an employee or agent of the corporation.

Section 6. No director of the corporation shall be interested directly or indirectly in any contract relating to the operations conducted by the corporation or in any contract for furnishing supplies thereto, unless theretofore authorized by the vote of 2/3 of the directors, excluding such director so interested.

Section 7. No director shall be a party to any contract with the corporation which shall differ in substance from similar contracts with its other members.

Section 8. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. A favorable vote of a majority of the total membership of the Board shall be required to authorize the borrowing of funds.

Article VI - Duties of Officers

Section 1. The president shall

- (a) Preside over all meetings of the corporation and the Board of Directors.
- (b) Sign as president, with the treasurer, all notes, deeds, and other instruments on behalf of the corporation.
- (c) Call special meetings of the corporation and the Board of Directors.
- (d) Perform all acts and duties required of an executive and presiding officer.

Section 2. In the absence of the president or his disability or refusal to serve, the vice-president shall perform all duties of the office.

Section 3. The secretary shall

- (a) Keep a complete record of all the meetings of the corporation and of the Board of Directors.
- (b) Serve all notices required by law and by these by-laws.
- (c) Have the custody of the seal of the corporation and shall cause the same to be affixed to such instrument, on behalf of the corporation, as shall be directed by the Board of Directors.
- (d) Keep a complete list of members and their addresses.
- (e) Notify the officers and all members of committees of their appointment.
- (f) Perform such other duties as may be required of him by the Board of Directors.

Section 4. The treasurer shall

- (a) Sign as treasurer all checks, and with the president, sign all notes and other obligations of the corporation.
- (b) Receive and disburse all funds, and be custodian of all the securities of the corporation.
- (c) Keep a full and accurate account of all the financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor in office when qualified.
- (d) He shall make a full report of all matters and business pertaining to this office to the members at the annual meeting, and to the directors whenever required by law.
- (e) Deposit all moneys of the corporation in the name and to the credit of the corporation in such depositories as may be designated from time to time by the Board of Directors.
- (f) Perform such other duties as may be required of him by the Board of Directors.

Section 5. No officer of the corporation shall be interested, directly or indirectly, in any contract relating to the operations conducted by the corporation or in any contract for furnishing supplies thereto, unless authorized by the concurring vote of 2/3 of the directors.

Article VII - Rights and Duties of Members

Section 1. No member shall employ or accept the services of any worker, as defined in any labor agreement which he may have with the corporation, except in accordance with the provisions of such agreement.

Section 2. Should any member employ or accept the services of any worker, as defined in any labor agreement which he may have with the corporation, in any manner other than pursuant to the provisions of such agreement, or without the prior written consent of the corporation, he shall be liable to, and shall pay to the corporation, upon its demand, the sum of Fifty (\$50) Dollars per worker for each day of such employment or service, which sum shall be, and shall be deemed to be, as and for liquidated damages and not regarded as a penalty.

Section 3. Each member shall properly and in good faith comply with these by-laws and any amendments thereof duly adopted and with the terms and conditions of any and all agreements with this corporation on his part to be performed and with any and all rules and regulations adopted by the corporation and he shall govern his conduct in all matters and things in manner which shall not be detrimental to the rights and interests of the corporation.

Section 4. Upon the death, withdrawal or expulsion of a member, the board of directors shall equitably and conclusively appraise his property interests in and to the corporation and shall fix the value thereof in money, which shall be paid to him within one year after such expulsion or withdrawal, or to his personal representative in the event of death. All such payments, however, shall be subject to deduction of all indebtedness due from the member to the corporation.

Article VIII - Indebtedness, Liability of Members

Section 1. No member shall be liable for the debts of the corporation.

Article IX - Finances

Section 1. The corporation shall provide for the payment of expenses through a working fund from patronage fees, dues, assessments or charges contributed by its members and patrons at rates and times to be determined by the Board of Directors, subject to ratification by a majority of the membership. Unless and until so determined otherwise, each member shall pay; (a) the sum of _____ dollars as and for the organization fee; (b) as an assessment, upon demand of the board of directors and at the time or times and in the manner to be determined by such board, each member shall pay _____ per centum of all sums payable by him to the corporation, pursuant to his labor agreement with the corporation; and (c) at those times when the total contract commitments of members and non-members for labor aggregate an amount less than the total labor available for employment and payment for which may be chargeable to the corporation, each member shall be liable for the employment of such chargeable surplus in the proportion that his estimated labor requirements bear to the total

thereof. Any funds in excess of those necessary to meet expenses of conducting its operations shall be returned to members and patrons, or deducted from their future fees, in proportion to their respective contributions, as the board of directors may determine.

Section 2. Any capital funds and reserves of the corporation shall be provided by the members in proportion to the estimated patronage shown by their labor contracts or otherwise, equally and ratably, as may be determined by the Board of Directors. When any part of such funds are no longer needed by the corporation, they shall be returned to those who made contribution thereto in proportion to such contributions, provided that the amount so to be due any person may be applied against any and all debts due from him to the corporation.

Section 3. There shall be an auditing committee of three members who shall not be directors, officers, agents or employees of the corporation. The members of this committee shall be elected by the members of the corporation at the annual meeting, and shall hold office for one year, or until their successors are duly elected and qualified. The auditing committee shall cause the books, records, property, and business of the corporation to be examined and suitable reports to be made.

Article X - Seal

Section 1. The seal of the corporation shall be in the form of a circle and shall bear the name of the corporation and the year of its incorporation.

Article XI - Amendments

Section 1. These by-laws may be amended at any meeting of the corporation of which the members shall be given at least 10 days' notice, by a 3/4 vote of the members voting, either personally or by mail provided that 10% of the whole membership shall vote and that notice of such proposed amendment shall have been included in the call for said meeting.

L-40

ARTICLES OF INCORPORATION
of
NON-STOCK
COOPERATIVE LABOR ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, all of whom are engaged in the production of agricultural products, do hereby voluntarily associate ourselves together for the purpose of forming and becoming a non-profit, co-operative association without capital stock and to become a body corporate under the provisions of Article 14, Chapter 24 of the Compiled Statutes of Nebraska, 1929, referred to as the Non-Stock Co-operative Marketing Act; assuming all the rights, powers, and privileges necessary and incidental to the purposes for which the corporation is organized, and any other rights, powers and privileges granted by law to ordinary corporations except such as are in conflict or inconsistent with the express provisions of said Act, and do hereby adopt the following Articles of Incorporation, to-wit:

ARTICLE I

Section 1. The name of this corporation shall be _____
NON-STOCK COOPERATIVE LABOR ASSOCIATION.

Section 2. The principal place of business shall be in the City of _____,
_____ County, State of Nebraska.

Section 3. The resident agent shall be _____
of _____ County, Nebraska.

ARTICLE II

Section 1. This corporation is formed for the purpose of procuring the services of prisoners of war, Mexican Nationals, and any and all other available foreign, interstate, and intrastate workers for use on the farms, ranches, and other permissible places of employment in _____ County Nebraska, in connection with the production, harvesting, and preparation for markets of agricultural commodities essential to the prosecution of the war, by means of contracts with the United States of America or any agency or agencies thereof, or with the Republic of Mexico or any agency or agencies thereof, or any corporation, association, person or persons; for the purpose of producing, handling, processing, preparing for market, warehousing, preserving, drying, canning, packing, manufacturing, utilizing, and marketing livestock or the agricultural products of its members on the cooperative plan, and for engaging in any activity pertaining to any of the things enumerated including the purchasing or otherwise securing for its members of supplies, equipment, machinery, or commodities of any character. The corporation shall not deal in the products of non-members to an amount greater in value than such as are handled by it for members, and shall not purchase supplies, machinery, and equipment for non-members in an amount greater in value than the value of supplies, machinery and equipment purchased for members. This corporation shall have all power now vested or which may hereafter be vested in it by the law and statutes of the State of Nebraska applicable thereto, including the power to buy, lease or hold any real or personal property necessary or convenient for the conduct and operation of its business.

Section 2. The time of the commencement of this corporation shall be the _____ day of _____, 194____, and it shall continue for a period of twenty years.

ARTICLE III

Section 1. All persons residing in _____ County Nebraska, and engaged in the production of the agricultural products handled by this corporation, including lessees and landlords receiving such products as rent and other non-profit associations of producers engaged in activities for the benefit of which this corporation is formed, shall be eligible to membership in this corporation, and to participate in its affairs upon proof of compliance with the terms and conditions provided herein or in its By-Laws.

(a) Membership in this corporation shall be evidenced by Membership Certificates, which shall be provided for in the By-Laws of this corporation. Such Membership Certificates shall not be assignable or transferable except as provided for in the By-Laws.

Section 2. Each member shall be entitled to but one vote on any and all occasions. Voting by proxy shall be permitted.

Section 3. This corporation is not organized for profit and shall have no capital stock.

(a) New members may be admitted on the same basis from time to time in accordance with rules and regulations specified in the By-Laws of this corporation.

ARTICLE IV

The corporate powers, business and affairs of this corporation shall be managed by a board of five directors, who shall be elected by the members from their own number. At the first annual meeting, one Director shall be elected for a term of one year, two Directors elected for terms of two years, and two Directors for terms of three years, all of whom shall hold office until their successors are elected and qualified. At each annual meeting thereafter, all elections to fill vacancies shall be for a term of three years. The names and residences of those who shall serve as organization directors and for all other purposes until their successors are elected at the first annual meeting and qualified, are as follows:

NAMES

RESIDENCES

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE V

These Articles of Incorporation may be amended at any annual meeting of the members or at any special meeting called for that purpose, provided, that any such amendment must first be approved by two-thirds of the Directors of this corporation, and then must be adopted by a majority of the members attending the meeting of the corporation at which such amendment is submitted.

ARTICLE VI

The power to make, alter, amend, or repeal the By-Laws for the government and management of the corporation shall be in the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 194__.

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF _____) SS

On the _____ day of _____, 194__, before me _____, a notary public, in and for _____ County, Nebraska, personally came _____

personally known to me to be the identical persons who executed the foregoing instrument and each for himself acknowledged the execution of the same, for the purposes therein set forth, to be his voluntary act and deed.

NOTARY PUBLIC in and for
_____ County, Nebraska

My Commission expires:

_____, 19__.

(SEAL)

NEBRASKA

I-41

BY-LAWS

of

NON-STOCK COOPERATIVE LABOR ASSOCIATION

ARTICLE I

Meetings

Section 1. Annual Meeting. The annual meeting of the members of this corporation shall be held at the principal place of business of the corporation in Nebraska, on the _____ day of _____ of each year at 2:00 o'clock p.m., if not a legal holiday, or if a legal holiday, on the next business day following.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors. Ten per cent (10%) of the members may file a petition with the Secretary, stating the specific business to be brought before the corporation and demand a special meeting at any time. Such special meeting must thereupon be called by the Directors. No business shall be transacted at a special meeting except such as is specified in the notice.

Section 3. Notice of Meetings. Except as otherwise required by law, notice of all meetings, together with a statement of the purposes thereof, shall be mailed by ordinary mail to each member by the Secretary at least ten (10) days prior to the meeting.

Section 4. Quorum. A quorum shall be a majority of the members when the total does not exceed fifty, or, in other cases, twenty per cent (20%) of the total number of members provided this twenty per cent (20%) is not less than twenty-six members, except on questions where the state law requires the majority of all members. In case less than a quorum is present, members shall have power to adjourn to a certain day by giving proper notice of such adjourned meeting in the regular manner. All members at any meeting shall be registered by the Secretary.

Section 5. Conduct of Meetings. The order of business at the regular meetings and so far as possible at all other meetings, shall be: (1) Calling of meeting to order, (2) Proof of notice of meeting, (3) Reading and action of any unapproved minutes, (4) Report of officers and committees, (5) Election of Directors, (6) Unfinished business, (7) New Business, (8) Adjournment.

Section 6. Voting. Each member shall be entitled to only one vote on any question or matter affecting the corporation or relating to its affairs. Proxy voting shall be allowed.

ARTICLE II

Membership

Section 1. Membership and Voting. The members of this corporation shall consist of the holders of membership certificates. Any person, group, association or corporation who is qualified for membership in accordance with the Articles of Incorporation and whose application has been favorably passed upon by the Board of Directors, shall pay a membership fee of \$ _____ and shall receive therefor a non-transferable membership certificate which shall constitute his evidence of membership in the corporation.

Section 2. Withdrawal. Any member desiring to withdraw from the corporation may do so by surrendering to the Secretary his membership certificate, which shall thereupon be canceled, and his name shall be stricken from the records of the corporation. The fair value of the interest of such member in the corporation shall be determined by the Board within a reasonable time, and the corporation shall pay in cash, or by non-interest bearing Certificates of Indebtedness having no due date, to such member or his heirs, or legal representatives the value so determined, less any indebtedness due from such member to the corporation, within one year after such termination of membership.

Section 3. Upon the death, or the permanent removal from the community of any member, his interest in the corporation shall terminate automatically, and he shall be dealt with as in the case of a withdrawing member.

Section 4. Membership Certificates. Certificates shall be in such form as the Directors may prescribe. Such Certificates shall not be transferable, and every certificate shall bear on its face the words "NOT TRANSFERABLE."

Section 5. The Board of Directors is authorized to issue non-interest bearing Certificates of Indebtedness having no due date. Such Certificates of Indebtedness shall be retired at the discretion of the Board of Directors.

ARTICLE III

Directors

Section 1. Election. Directors shall be elected for terms as provided in the Articles of Incorporation. At such annual election balloting shall be had on Directors at one time from nominations made and seconded in the meeting, and the nominee or nominees receiving the greatest number of votes shall be declared elected.

Any vacancy in the Board other than by expiration of term of office shall be filled by a majority vote of the remaining Directors.

In case a vacancy in the Board extends beyond the next annual meeting, such vacancy shall be filled until such meeting, at which meeting a Director shall be chosen by the members for the unexpired term of such vacancy, otherwise, the vacancy shall be filled by the Directors for the unexpired term.

Section 2. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members, without further notice. At this meeting the officers of the corporation shall be elected for the ensuing year.

Section 3. Special Meetings. Special meetings of the Board of Directors may be held at any time upon the call of the President or by any three members of the Board. Notice of all special meetings must be mailed or delivered to each Director at least five days prior to the meetings.

Section 4. Quorum. A majority of the members of the Board of Directors shall constitute a quorum.

Section 5. Duties and Powers. The Board of Directors, subject to restrictions of law, the Articles of Incorporation or these By-Laws, shall exercise all of the powers of this corporation and perform all acts which said Board may deem in the best interests of this corporation and its members.

ARTICLE IV

Officers

Section 1. Election. The officers of this corporation shall be a President and Vice-President to be elected by the directors from among their number, and a Secretary and Treasurer who may or may not be members of the corporation. The Directors may combine the office of Secretary and Treasurer in which case the combined office shall be designated as Secretary-Treasurer. The term of all officers shall be until the next annual meeting of the Directors and until their successors are elected and qualified.

Section 2. President. The President shall (1) preside over all meetings of the corporation and of the Board of Directors, (2) call special meetings of the Corporation and of the Board of Directors, (3) perform all acts and duties usually performed by an executive and presiding officer, and (4) sign all membership certificates and such other papers of the corporation as he may be authorized or directed to sign by the Board of Directors, provided that the Board of Directors may authorize any person to sign any or all checks, contracts, and other instruments in writing on behalf of the corporation. The President shall perform such other duties as may be prescribed by the Board of Directors.

Section 3. Vice-President. In the absence or disability of the President, the Vice-President shall perform the duties of the

President, provided, however, that in the case of death, resignation, or disability of the President, the Board of Directors may declare the office vacant and elect his successor.

Section 4. Secretary. The Secretary shall keep a complete record of all meetings of the corporation and of the Board of Directors and shall have general charge and supervision of the books and records of the corporation. He shall sign all membership certificates with the President and such other papers pertaining to the corporation as he may be authorized or directed to do by the Board of Directors. He shall serve all notices required by law and by these By-Laws and shall make a full report of all matters and business pertaining to his office to the members at the annual meeting. He shall keep the corporate seal and the membership records of the corporation, complete and countersign all certificates issued, and affix the corporate seal to all papers requiring such seal. He shall keep a proper membership record, showing the name of each member of the corporation, the number of his membership certificate, and date of issuance, surrender, cancelation, or forfeiture. He shall make all reports required by law and shall perform such other duties as may be required of him by the corporation or the Board of Directors. Upon the election and qualification of his successor, the Secretary shall turn over to him all books and other property belonging to the corporation that he may have in his possession.

Section 5. Treasurer. The Treasurer shall be the custodian of all funds, securities and property of the corporation. He shall keep an accurate record of the equitable interest of members and non-members in the annual net operating savings of the corporation. He shall deposit all funds in the name of the corporation and disburse the same upon the authority of the Board, and he shall perform such other duties as may be prescribed by the Board of Directors. He shall give a bond satisfactory to the Board of Directors at the expense of the corporation.

Section 6. Removal. The members may at any meeting, regularly called for that purpose, by a majority vote remove any director or officer for cause upon notice and hearing as provided by law.

Section 7. Employment. The Board of Directors may employ a manager, an assistant secretary, and such other employees as they may deem advisable, fix their duties and compensation, and terminate their employment at its discretion.

ARTICLE V

Finance

Section 1. Fiscal Year. The fiscal year of the corporation shall be the calendar year.

Section 2. Treasurer's Report. At the annual meeting and at such other times and in such manner as may be required by the Board of

Directors, the Treasurer, or the Secretary-Treasurer if the two offices are combined, shall submit a detailed report of the financial conditions of and business transacted by the corporation. His report at the annual meeting shall include, among other things: (1) the amount of the net operating savings during the preceding fiscal year allocated equitably to each member and non-member upon the basis of patronage; and (2) the amount of each member's and non-member's equitable interest in the reserve fund of the corporation as determined by his contribution thereto.

Section 3. Audit. The books of the corporation shall be audited at least yearly by such certified public accountant, bonded auditor or auditing firm as the Board of Directors may designate; and report of the audit shall be submitted to the members at each annual meeting. The books of the corporation shall be open at any reasonable time for inspection by any member of the corporation.

Section 4. Distribution of Income. From the amount of all receipts and income of this corporation from fees, dues, assessments, and any and all other sources resulting from the operations of the corporation for and during its fiscal year shall be deducted the costs and expenses incurred, an amount sufficient to pay interest on indebtedness, and the balance shall be considered and termed the net income. Immediately following the close of each fiscal year, the Board of Directors shall allocate the net operating savings to members and non-members of the corporation on a patronage basis. The annual net operating savings allocated to members and non-members upon the basis of patronage shall be distributed at such times as the Board of Directors in its discretion may direct, or upon dissolution of the District; provided, however, that the Directors may withhold from distribution until dissolution out of the net operating savings allocated to each non-member a sum equal to the membership fee. Any such non-member eligible for membership in the association upon application may be issued a membership certificate. The annual net operating savings allocated to members and non-members upon the basis of patronage, or such portion thereof as the Board of Directors in its discretion shall determine, may be retained as a capital reserve, provided it shall not exceed a reasonable amount for any necessary purpose of the corporation. No payment shall be made to any member who is indebted to the corporation until such indebtedness is fully paid and discharged.

ARTICLE VI

Miscellaneous

Section 1. Seal. The seal of the corporation shall have inscribed in the outer margin the words, " _____ Non-Stock Cooperative Labor Association _____" and in the center the words, "Corporate Seal". The Secretary of the corporation shall have custody of the seal.

Section 2. Amendments. These By-Laws may be amended by the Board of Directors at any annual meeting, or at any special meeting called for that purpose, by a majority vote of the Directors present at such meeting. Notice of such special meeting must be given as prescribed by Section 3, Article III.

Section 3. Operations. The Board of Directors shall collect from each employer of workers supplied by the association a reasonable charge for each day such worker is so employed, in addition to his daily compensation. The Board of Directors shall, in the absence of a satisfactory guaranty of payment therefor, require all persons securing workers from the corporation to pay in advance the estimated compensation and fees for such workers.

L-42

We, the undersigned Directors of the _____ Non-Stock Cooperative Labor Association, being all of the Directors of said corporation, do hereby call the first meeting of the Board of Directors of said corporation to be held in the office thereof in the City of _____, _____ County, Nebraska, at the hour of 2:00 o'clock p.m., on the _____ day of _____ 194____, for the purposes of adopting By-Laws, electing officers, and doing any and all things necessary and proper to perfect the organization of said corporation.

We do hereby expressly waive notice of the time and place of this first meeting of the Board of Directors to be held on the _____ day of _____, 194____, at the hour of 2:00 o'clock p.m., and do further waive notice of the purposes for which this meeting is called.

Dated this _____ day of _____, 1944.

Directors of the
Non-Stock Cooperative Labor Associ-
ation.

I, _____ Secretary of the
_____ Non-Stock Cooperative Labor Association, do hereby
certify that the above and foregoing is the original waiver of notice
of the first meeting of said corporation, and that the signers thereof
were, on the date thereof, the Directors of said corporation and all of
them.

Given under my hand and the seal of this corporation this
day of _____, 1944.

Secretary

MINUTES OF THE FIRST MEETING OF

THE BOARD OF DIRECTORS

The first meeting of the Board of Directors of the _____ Non-Stock Cooperative Labor Association, was held in the office of the association in _____, _____ County, Nebraska on this _____ day of _____, 194____. There were present the following Directors of said association:

who met pursuant to the attached waiver of notice dated March _____, 1944, duly signed by all of said Directors.

Mr. _____ was chosen temporary chairman and
Mr. _____ was chosen temporary secretary.

The first matter of business to come before the meeting was the consideration and adoption of a code of By-Laws to govern the affairs of the association.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the By-Laws presented and read to the meeting, copy of which is hereto attached, be approved and adopted, and the secretary be instructed to insert a specimen copy thereof in the Minute Book.

The following were duly elected by ballot, to be officers of the association, to serve until the next annual meeting, or until their successors are elected and qualified:

President, _____
Vice President, _____
Secretary, _____
Treasurer, _____

Following the election of such officers, the president took the chair and the secretary assumed the duties of secretary.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer be required to enter into a bond, the premium for which shall be paid by the corporation, with good and sufficient sureties approved by the Board of Directors in the sum of _____ (\$ _____) Dollars, conditioned for the faithful performance of any and all duties delegated to him by the Board and for the restoration to the corporation in case of his death, resignation, retirement, or removal from office of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the association and . . .

FURTHER RESOLVED, that a copy of said bond, when executed, be inserted in the Minute Book of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the form of application blank presented and read to the meeting be approved and adopted, and the secretary be instructed to insert a specimen copy thereof in the Minute Book, have copies thereof made, and immediately have them completed by those qualified for membership in the association in accordance with the provisions of the By-Laws.

A specimen of such application blank is attached to these minutes.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the form of membership certificate presented and read to the meeting be approved and adopted, and that the secretary be instructed to insert a specimen copy thereof in the Minute Book of the association and to issue said certificates properly signed by the president and himself to all those whose applications are approved by the Board of Directors as entitling them to membership in the association.

A specimen of such certificate is attached to these minutes.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the membership fee specified in the By-Laws be paid by each applicant for a membership certificate of this association, upon the issuance of such certificate but prior to its delivery to him.

RESOLVED, that the applications for membership of the following applicants are hereby approved:

There being no further business, the meeting was adjourned.

Secretary

27162vh-3/44

APPLICATION FOR MEMBERSHIP

L-44

in the

NON-STOCK COOPERATIVE LABOR ASSOCIATION

No. _____

Date _____

Name _____

Address _____

I hereby apply for membership in the above named association, certifying that I am a resident of _____ County and am engaged in the production of agricultural products.

I pay herewith a membership fee of _____
 _____ (\$ _____) Dollars,
 agree to comply with all provisions of the Articles
 and By-Laws of this association, and by personal
 effort endeavor to promote the interests of this
 association.

27163jh-3/44

CERTIFICATE OF MEMBERSHIP
IN
NON-STOCK
COOPERATIVE LABOR ASSOCIATION

L-45

(NOT TRANSFERABLE)

This is to certify that _____
is a member of _____ Non-Stock Cooperative
Labor Association, and has paid a membership fee of _____
_____ (\$ _____) Dollars.

This certificate of membership is issued and accepted
in accordance with and subject to the conditions and restric-
tions stipulated in the articles of incorporation and by-laws
of the association.

No member of this association shall be entitled to more
than one vote at meetings of the members or to hold more
than one membership certificate in this association.

IN WITNESS WHEREOF, _____ Non-Stock
Cooperative Labor Association, has caused this certificate
to be signed by its duly authorized officers this _____
day of _____, 1944.

President

ATTEST:

Secretary

27164jh-3/44

NOTICE OF INCORPORATION
of

L-49

ASSOCIATION, INC.

Notice is hereby given that the undersigned have formed a corporation under the laws of the State of Nebraska.

1. The name of the corporation is _____

Association, Inc.

2. The principal place of business of the corporation is _____,
_____, Nebraska.

3. The general nature of the business to be transacted by the corporation is the procuring of the services of prisoners of war, Mexican Nationals, and any and all other available foreign, interstate, and intrastate workers for use on the farms, ranches, and other permissible places of employment in _____ County, Nebraska, in connection with the production, harvesting, and preparation for markets of agricultural commodities essential to the prosecution of the war, by means of contracts with the United States of America or any agency or agencies thereof, or with the Republic of Mexico or any agency or agencies thereof, or any corporation, association, person or persons; for the purpose of producing, handling, processing, preparing for market, warehousing, preserving, drying, canning, packing, manufacturing, utilizing, and marketing livestock or the agricultural products of its members on the cooperative plan, and for engaging in any activity pertaining to any of the things enumerated including the purchasing or otherwise securing for its members of supplies, equipment, machinery, or commodities of any character.

4. This corporation is not organized for profit and shall have no capital stock.

5. The time of commencement of this corporation shall be the _____ day of _____, 19____, and it shall continue for a period of _____ years.

6. The affairs of the corporation shall be conducted by a Board of Directors elected by the members from their own number, and by a President, Vice-President, Secretary, and Treasurer. The last two offices may be combined and the officer will then be designated as Secretary-Treasurer.

Incorporators

RESPONSIBILITIES AND POLICIES IN SUPPLYING FARM LABOR
FOR THE PRODUCTION AND HARVESTING OF CROPS

The increasing use of contract labor makes necessary a more definite understanding of responsibilities of agencies and employer groups than has existed in the past. The following statements are to be used as a guide in the conduct of the farm labor program in 1945.

I. Foreign Labor -

1. County Extension Agents Responsibility.

1. Determine need for agricultural labor.
2. Make certification for foreign labor - Submit 1 copy Nebraska E.F.L. form 10 to State Extension Service.
3. Designate contracting employer - length of contract, number of men.
4. Place workers with contractors and assist contractors in allocation of workers to growers.
5. Notify Office of Labor of housing to be inspected and cooperate in inspection.
6. Conduct wage hearings in accordance with instructions in E.F.L. Circular No. 8.
7. Explain to contractors their responsibilities.
8. Assist employers (associations) in preparation and submission of pay rolls.
9. Act as clearing house for complaints between workers and employers, and submit such complaints to Office of Labor Representative for appropriate action.
10. Act as authorizing agent for Medical services if necessary.
11. Carry out training program for agricultural workers.
12. Furnish list to Office of Labor when men leave county or change contractors.

2. Employers Responsibility (Labor Associations)

1. Compliance with the terms of employment agreements.
2. Keeping of pay rolls and their submission to Office of Labor.
3. Handling of all association funds.
4. Maintenance of complete financial records.
5. See that acceptable housing is available.
6. Notify county agent well in advance of housing arrangements, so that necessary inspections may be made by Office of Labor.
7. Be prepared to accept workers upon arrival in county.
8. Allocation of workers to growers.
9. Notify county agent well in advance of termination of need for workers.
10. Cooperate in training and supervision of workers.

II. Prisoners of War -

1. County Extension Agents Responsibility.

1. Determine need in cooperation with employers.
2. Certify need through regular channels.
3. Forward requests for establishment of necessary branch camps with certificate of need. Attach description of available facilities.
4. Assist employer in arranging necessary branch camp housing.

5. Training of workers in cooperation with army personnel and growers.
6. Inform employers of their responsibilities in use of prisoners of war and assist them in effective utilization of same.
7. Assist employer association in allocation of workers to growers.
8. Assist employer associations in maintenance of adequate employment records.

2. Employers (Association) Responsibilities

1. Apply to County Extension Agent for needed workers.
2. Provide necessary branch camp housing facilities (Some financial assistance may be provided by the Extension Service upon request and upon approval of purposes and estimated costs).
3. Contract with Base Camp Commander for employment of prisoner of war.
4. Collect and disburse all funds for labor and for operating expense.
5. Keep adequate financial records.
6. Cooperate in training of workers.
7. Arrange for adequate work supervision.
8. Determine policy on allocation of workers to growers.
9. Keep accurate employment records.

III. Extension Service Policy on Finance -

To the extent that farm labor funds permit, the Extension Service will provide the following financial assistance in the conduct of the farm labor program within the county.

1. Salary of Field Assistants to help carry out the responsibilities of the county agent outlined in Sections I and II above, together with necessary travel funds.
2. Salary of Clerical Assistance needed to handle additional work assigned the county agent on the farm labor program.
3. Office equipment and supplies necessary for efficient administration of the extension service farm labor program.
4. Transportation of interstate and intrastate workers to areas of need and return to point of recruitment upon satisfactory completion of work contracted, where distance is greater than 50 miles and neither employer or worker customarily furnishes such transportation.
5. Emergency Medical care for transported interstate and intrastate workers.
6. Rental and repair of branch camp prisoner of war housing to the extent mutually agreed upon between the Extension Service, Camp Commander and Employer. (Association)
7. Long distance telephone service necessary in the conduct of the Extension Service farm labor program.
8. Interpreters and special supervisors may be employed at Extension Service Expense for short periods when such personnel is required for the training and orientation of workers. (Supervision on the job is the responsibility of the employer).

All requests for equipment and appointment of personnel must be cleared in advance, or in emergency on first day of employment, with the district extension supervisor.

Financial assistance on branch camps will be furnished on the basis of requests with cost estimates attached which are approved in advance by the Extension Service.